

# **Elkhorn**

## **1. Standard Contract Terms**

### **A. Parties**

The Montana Department of Corrections (DEPARTMENT) and **Boyd Andrew Community Services** (CONTRACTOR) enter into this Contract (**07-016-ACCD Revised FY - 12**) for services. The parties mailing addresses, and telephone numbers, are as follows:

Montana Department of Corrections  
Adult Community Corrections Division  
5 South Last Chance Gulch  
PO Box 201301  
Helena MT 59620-1301  
(406) 444-3930

**Boyd Andrew Community Services**  
**60 South Last Chance Gulch**  
**P.O. Box 1153**  
**Helena, MT 59624**  
**(406) 443-2343**

### **1. Document Precedence**

RFP# 06-001-METH, CONTRACTOR'S initial response, and revision and clarification of proposed rates, are hereby incorporated by reference and made a part of this Contract as if set forth in full herein. This Contract consists of, and precedence is established by, the order of the following documents incorporated into this Contract:

- a. This Contract document;
- b. CONTRACTOR'S Best and Final Offer, as amended/clarified by CONTRACTOR and accepted by DEPARTMENT;
- c. CONTRACTOR'S Response to the Request For Proposal document (RFP# 06-001-METH) and
- d. The Request for Proposal document (RFP# 06-001-METH).

CONTRACTOR shall notify DEPARTMENT in writing of any apparent conflict between the referenced documents. All apparent conflicts shall be resolved by the parties according to the considerations set forth herein.

**DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:**

**This Contract shall replace the previous Contract (#07-016-ACCD) in its entirety upon receipt of signatures by all parties.**

### **B. Time of Performance**

1. This Contract shall take effect April 9, 2007, and shall terminate on April 8, 2027, unless terminated earlier in accordance with the terms of this Contract.

2. Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.
3. It is understood and agreed that this Contract is dependent upon appropriation of funds for this Contract by the Montana Legislature. Further, the parties recognize that the act of appropriation is a legislative act. DEPARTMENT agrees to take such action as is necessary under the laws applicable to the State to timely and properly budget for and request the appropriation of funds from the Legislature of the State of Montana which will permit DEPARTMENT to make all payments required under this Contract.
4. On or about May 1, 2011, and every two years thereafter during the term of this Contract, the parties will arrange to meet to negotiate the terms of this contract for the succeeding two year period.

#### C. Liaisons and Notice

In order to effectively administer this contract, each party has appointed the following contract persons:

##### 1. The Contact Persons for DEPARTMENT are:

Operational Issues:	Adult Community Corrections Division Administrator or designee
Contract Issues:	Treatment Contract Manager
Notice/Litigation:	Chief Legal Counsel
Emergency Contact:	Treatment Contract Manager

##### 2. The Contact Persons for CONTRACTOR are:

Operational Issues:	Program Administrator
Contract Issues:	Chief Executive Officer
Notice/Litigation:	Chief Executive Officer

Replacement of the positions identified herein shall be accomplished by written notice to the other party. All notices, reports, billings, and correspondence to the respective parties of this Contract shall be sent to the attention of the appropriate person in the positions listed above.

#### D. Access to Records – Offender Records/Files/OMIS access

CONTRACTOR must follow ACCD 1.5.500 Case Records Management and ACCD 1.5.600 Offender Records Access & Release.

#### E. Access to Facility

With reasonable notice, DEPARTMENT employees, the Legislative Auditors Office, the Governor's Office, the Board of Pardons and Parole, and members of the Legislature shall have access to the Facility to allow for observation of the Program and its operation.

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). Access shall include, but not be limited to; program and financial records, CONTRACTORS staff, and

offenders housed in the Facility. All such persons desiring access to the Facility shall be subject to CONTRACTOR'S routine security inspection. CONTRACTOR shall be given reasonable advance notice to accommodate organized tours of the Facility.

#### F. Emergency Preparedness

1. CONTRACTOR must follow ACCD 3.2.100 Emergency Preparedness. CONTRACTOR shall maintain written procedures to provide for the continued operation of the program in the event of an employee work stoppage, emergency, or disaster. The procedures shall include, but not be limited to: assignment of tasks and responsibilities, instructions for the use of alarm systems, notification of authorities, use of special emergency equipment, and specifications of escape routes and procedures. The emergency evacuation routes shall be posted at highly visible locations and explained to each new offender at orientation. The Facility shall conduct and maintain documentation of quarterly drills and evaluate the effectiveness of disaster procedures.
2. In compliance with MDOC Policy 3.2.1, Emergency Management, CONTRACTOR must have a written Emergency Operations Plan and Continuity of Operation Plan that are in compliance with the National Incident Management System, Incident Command System and the DEPARTMENT'S Emergency Operations Plan and Continuity of Operation Plan. These plans must be approved by DEPARTMENT.
3. CONTRACTOR must have a written Contingency Plan approved by DEPARTMENT that addresses the following:
  - a. An identified alternate location for offenders to reside temporarily for approximately a ninety (90) day duration, that provides adequate life support resources (i.e. food, shelter, water, personal hygiene) in the event of a natural or man-made event (i.e. earthquake, wildfire, prolonged/catastrophic utility failure, etc.) which renders the facility uninhabitable.
4. Work stoppage

CONTRACTOR shall develop and maintain an emergency plan that addresses staffing during sick outs, strikes, and work stoppages at the Program and shall notify Local law enforcement personnel and the Treatment Contract Manager or designee once it becomes apparent that the Elkhorn program may become or, actually becomes, subject to a sick out, strike, or work stoppage.

#### 5. Use of force

Use of force by CONTRACTOR employees shall be consistent with MDOC Policies, 3.1.8 Use of Force and Restraints; and 3.1.17 Searches and Contraband Control.

The use or possession of firearms or gases for control of offenders will be consistent with state law and MDOC policies and procedures. Additionally, all such items will be prohibited at the facility except by local law enforcement and MDOC officials. The Elkhorn Program will have appropriate storage for firearms, etc. that may be brought on-site by local law enforcement personnel or transport officials.

## 6. Assumed control

CONTRACTOR must provide for MDOC approval, detailed plans that MDOC may use to assume control of the Program. Detailed plans shall include, but not be limited to: A plan identifying the process of transferring the Program operation from CONTRACTOR to MDOC upon termination of the Contract.

## G. Compensation/Billing

DEPARTMENT agrees to pay a daily per diem rate where "daily" means each day, or part of a day, including the first but not the last day of program participation/confinement. This applies to each subsection listed under Section G (1) below. DEPARTMENT will compensate CONTRACTOR at new negotiated rates effective July 1<sup>st</sup> of the beginning of the Fiscal Year if a new contract amendment has been signed by all the parties. The parties may extend Contract approval by up to 30 days if there are extenuating circumstances (e.g. Department does not initiate negotiations in a timely manner, special sessions, pending legal opinion, or per statutory effective date). Contract approval will not be unreasonably withheld by either party. If there are extenuating circumstances, DEPARTMENT will pay the new negotiated rates to CONTRACTOR beginning on the first day of the month following the date of the last signature. If the parties cannot agree to the Contract terms by July 31<sup>st</sup>, the parties will resolve the impasse with mediation and the cost of mediation will be split equally between the parties. DEPARTMENT shall compensate CONTRACTOR for successful delivery of the services provided pursuant to Contract in the following manner:

### 1. Compensation:

**\* The parties propose to expand the number of beds and maximum compensation in this section, effective November 1, 2011. In order for this expansion to take effect, the parties must conform to administrative rule for expansion of treatment facilities as adopted by DEPARTMENT, and must have complied with all requirements of the administrative rules for said expansion. If expansion does not conform to the administrative rules as adopted by DEPARTMENT or if CONTRACTOR or DEPARTMENT has not complied with all requirements of administrative rules for said expansion, CONTRACTOR will not receive additional beds or compensation referenced.**

#### a. Total contract amount

##### **FY – 2012 (July 1, 2011 – June 30, 2012)**

Contract Maximum reimbursement shall not exceed **\$1,709,677.50** for the contract period beginning July 1, 2011 and ending June 30, 2012.

##### **\* FY – 2012 (July 1, 2011 – June 30, 2012)**

Effective November 1, 2011, Contract Maximum reimbursement shall not exceed **\$1,863,071.25** for the contract period beginning July 1, 2011 and ending June 30, 2012.

##### **FY – 2013 (July 1, 2012 – June 30, 2013)**

Contract Maximum reimbursement shall not exceed **\$1,705,006.25** for the contract period beginning July 1, 2011 and ending June 30, 2012.

**\* FY – 2013 (July 1, 2012 – June 30, 2013)**

Contract Maximum reimbursement shall not exceed **\$1,935,412.50** for the contract period beginning July 1, 2012 and ending June 30, 2013.

b. Offender per diem rates

**FY – 2012 (July 1, 2011 – June 30, 2012)**

**Elkhorn/Boulder:** For the contract period beginning July 1, 2011 and ending June 30, 2012, DEPARTMENT will pay CONTRACTOR a per diem rate of **\$126.25** (one hundred twenty-six and 25/100 dollars) **per offender**, per day – **not to exceed \$1,709,677.50**. Program capacity at the Elkhorn/Boulder facility is thirty-seven (37) Methamphetamine & related drug treatment beds for a total of **thirty-seven (37)**, with maximum compensations calculated at an Average Daily Population of **thirty-seven (37)** beds for the contract year.

**\*FY – 2012 (July 1, 2011 – June 30, 2012)**

**Elkhorn/Boulder:** Effective November 1, 2011, during the contract period beginning July 1, 2011 and ending June 30, 2012, DEPARTMENT will pay CONTRACTOR a per diem rate of **\$126.25** (one hundred twenty-six and 25/100 dollars) **per offender**, per day – **not to exceed \$1,863,071.25**. Program capacity at the Elkhorn/Boulder facility is **forty-two (42)** Methamphetamine & related drug treatment beds for a total of **forty-two (42)**, with maximum compensations calculated at an Average Daily Population of **forty-two (42)** beds for the contract year.

**FY – 2013 (July 1, 2012 – June 30, 2013)**

**Elkhorn/Boulder:** For the contract period beginning July 1, 2012 and ending June 30, 2013, DEPARTMENT will pay CONTRACTOR a per diem rate of **\$126.25** (one hundred twenty-six and 25/100 dollars) **per offender**, per day – **not to exceed \$1,705,006.25**. Program capacity at the Elkhorn/Boulder facility is **thirty-seven (37)** Methamphetamine and related drug treatment beds for a total of **thirty-seven (37)**, with maximum compensations calculated at an Average Daily Population of **thirty-seven (37)** beds for the contract year.

**\*FY – 2013 (July 1, 2012 – June 30, 2013)**

**Elkhorn/Boulder:** For the contract period beginning July 1, 2012 and ending June 30, 2013, DEPARTMENT will pay CONTRACTOR a per diem rate of **\$126.25** (one hundred twenty-six and 25/100 dollars) **per offender**, per day – **not to exceed \$1,935,412.50**. Program capacity at the Elkhorn/Boulder facility is **forty-two (42)** Methamphetamine and related drug treatment beds for a total of **forty-two (42)**, with maximum compensations calculated at an Average Daily Population of **forty-two (42)** beds for the contract year.

c. Other per diem (TL, ESP, Sanction Beds, Jail Stays)

TL and ESP not applicable.

During an offender's detention placement, DEPARTMENT will continue payment to CONTRACTOR at the contracted per diem rate to allow CONTRACTOR to "hold" the bed until the offender's return. However, upon determination by DEPARTMENT Hearing Officer that the offender will be returned to a higher level of custody from County detention center, CONTRACTOR will discontinue receiving per diem payments for the offender and may immediately fill the bed with another offender.

DEPARTMENT shall pay CONTRACTOR for male and female resident beds left temporarily vacant by offenders who are placed in a **jail facility** and/or those serving a **sanction**, and not a revocation, to the START, ASRC Programs, and jail facilities, and who will be returning to the treatment program they were sanctioned from within a thirty (30) day time period. DEPARTMENT will not compensate CONTRACTOR for sanctions lasting longer than 30 days unless approved in writing by the DEPARTMENT. Longer sanctions require Department Administrator approval.

- d. Special funds (special needs, stipends, sex offenders)

Not Applicable.

- e. Position compensation (nurse, mental health)

Not Applicable.

- f. DEPARTMENT shall not reimburse CONTRACTOR for any offender whose length of stay extends beyond 270 days unless specifically authorized and approved in writing by the Treatment Contract Manager or designee, prior to the expiration of the 270-day period.

## 2. Billing/Payment:

- a. All payments made under this Contract shall be made only upon submission by CONTRACTOR of an Invoice specifying the amounts due and certifying that services requested under the Contract have been performed in accordance with the Contract. Invoices shall be submitted no later than the 10<sup>th</sup> of each month and shall contain each offender name and (AO) number (Adult Offender # (AO#)) participating in the Elkhorn Program, the date of Program entry, and date of release, if applicable.
- b. DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice. Invoices are subject to audit and adjustment by DEPARTMENT before and after payment is made. Unless such invoice is subjected to a special review or audit, DEPARTMENT will make every effort to pay CONTRACTOR or provide written explanation of exception, within 15 days of DEPARTMENT receiving a correct invoice.
- c. The per diem rate constitutes the sole and exclusive payment by DEPARTMENT for the provision of all services required herein and shall remain in effect until changed by mutual agreement of both parties, except as otherwise specifically provided in this Contract.
- d. DEPARTMENT may withhold payments to CONTRACTOR in an amount equal to the additional costs to the DEPARTMENT or \$1,000.00 per month, whichever is greater, for

failure to perform in accordance with the terms of this Agreement. However, prior to withholding payment, DEPARTMENT shall notify CONTRACTOR and the MFFA (hereinafter defined, and if facility is financed by MFFA), in writing, of its failure to perform. The notice shall specify acts or omissions constituting the default. If CONTRACTOR fails to remedy the default or submit an action plan deemed acceptable by DEPARTMENT within 60 days of receiving notice, DEPARTMENT may withhold payments. DEPARTMENT may allow CONTRACTOR additional time, as appropriate, provided CONTRACTOR demonstrates a good faith effort to achieve compliance.

- e. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

### 3. Bonding (If financed with MFFA)

In order to provide financing of CONTRACTOR'S treatment center facility and improvements to such facility in August, 2006 CONTRACTOR requested the issuance of **\$5,085,000** in tax-exempt bonds (the "Series 2006 Bonds") by the Montana Health Facility Authority (currently known as the Montana Facility Finance Authority and referred to herein as "MFFA") and a loan of the proceeds of the Series 2006 Bonds to CONTRACTOR pursuant to Montana Code Annotated Sections 90-7-226 through 228. As security for the Series 2006 Bonds, the MFFA required a written contract for services between CONTRACTOR and DEPARTMENT required DEPARTMENT to commit to the following provisions during the term of the Bonds (and DEPARTMENT hereby ratifies these commitments in this contract):

- a. Payment by DEPARTMENT for additional reimbursement for the cost of the new facility and the maintenance of a 115% debt service coverage for the Series 2006 Bonds. In addition, DEPARTMENT will review the CONTRACTOR'S yearly (audited) and quarterly (unaudited) financial statements (which the CONTRACTOR agrees to timely provide to DEPARTMENT for such review) to determine compliance with the Debt Service Coverage Requirement; and
- b. guaranty of payment by DEPARTMENT for 75% of the contracted bed space. The amount of payment is designed to cover CONTRACTOR'S fixed costs for a guaranteed 75% of contracted bed space.
- c. As part of the compensation and deducted monthly from DEPARTMENT'S regular payments to CONTRACTOR, by August 15<sup>th</sup> of each year, DEPARTMENT shall pay, on behalf of CONTRACTOR, to U.S. Bank National Association, as Trustee (the "Trustee") of the Bonds under an Indenture of Trust dated as of August 1, 2006, as supplemented for the issuance of the Series 2006 Bonds (the "Indenture"), the following amounts:
  - i. the principal of and interest on the Bonds coming due in the following 12 months;
  - ii. the Program Expenses (as defined in the Indenture);
  - iii. any amounts necessary to make the Reserve Fund equal to the Reserve Requirement (as defined in the Indenture);
  - iv. any amounts due under a Capital Reserve Account Agreement between the MFFA and the Board of Investments (as defined in the Indenture); and
  - v. any amounts necessary to be paid into the Rebate Fund (as defined in the

Indenture); less any funds accumulated in the Bond Fund (as defined in the Indenture).

- d. As used in this Contract and as defined in the Bond Indenture that providing financing for this Facility, the following definition applies:

“Income Available for Debt Service” means with respect to the Series 2006A Project the total operating Revenues of the Elkhorn Treatment Program in a Fiscal Year, less the total operating expenses of the Elkhorn Treatment Program for such Fiscal Year, as determined in accordance with generally accepted accounting principles to which shall be added depreciation and amortization, interest expense contribution restricted to use for debt service, and from which shall be excluded all ordinary gains and losses for such Fiscal Year.

- e. If CONTRACTOR requests additional financing from MFFA for a treatment center project through the issuance of additional bonds issued under the Indenture and secured with the Bonds, on a parity basis, by the provisions of this contract, then the commitments of DEPARTMENT referenced in Section 3 shall also apply to such additional bonds.

#### H. Agency Assistance

Not Applicable.

#### I. Intellectual Property

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to DEPARTMENT for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use, copyrightable property created under this contract.

#### J. Compliance with Laws

##### 1. State, federal, and local laws

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and ADA Amendments Act of 2008, Section 504 of the Rehabilitation Act of 1973, and Public Law 108-79 Prison Rape Elimination Act and the standards mandated therein. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.



a. Prison Rape Elimination Act

CONTRACTOR shall comply with 42 U.S.C.A. § 15601, MDOC Policy 1.3.14, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. CONTRACTOR shall establish a zero tolerance policy to incidents of sexual assault/rape or sexual misconduct.

DEPARTMENT will provide PREA instructor training classes. CONTRACTOR shall be required to send instructor candidates to the instructor PREA training program. CONTRACTOR shall require all staff, volunteers, and contracted staff to attend the basic PREA training and such on-going annual training as may be required by law, DEPARTMENT, and CONTRACTOR policy. CONTRACTOR shall require first-line responders or staff who may be involved in incidents of sexual assault/rape or sexual misconduct to attend specialized PREA training. CONTRACTOR shall provide proof of compliance. CONTRACTOR shall ensure that during orientation offenders receive Facility orientation and orientation material regarding PREA. Offenders shall be required to sign an acknowledgement of having received the information. CONTRACTOR shall report all incidents or suspected incidents of staff misconduct as per MDOC Policy 1.1.6 Priority Incident Reporting and Acting Director System to DEPARTMENTS' Treatment Contract Manager or designee, as well as, all reportable incidents of sexual assault/rape, sexual misconduct or sexual acts involving offenders.

2. Compliance with Worker's Compensation Act

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Contracts Management Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

3. Prevailing Wage

- a. **Montana Resident Preference.** The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in section 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted in relation to these statutes. Unless superseded by federal law, each contractor shall ensure that at least 50% of a contractor's workers performing labor on a construction project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and

all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

- b. **Standard Prevailing Rate of Wages.** In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA.

Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for Nonconstruction Services 2005. The booklet containing these 2005 rates is attached to this Contract and made a part thereof by reference. This information is also available electronically at the following address:

<http://erd.dli.state.mt.us/laborstandard/wagehrprevail.asp>

#### 4. DNA

CONTRACTOR will comply with MDOC Policy 1.5.13, DNA Testing/Collection of Biological Samples by following the procedures outlined within the policy or utilizing a community resource to obtain DNA samples from designated offenders. Upon an applicable offender's release or return to custody, CONTRACTOR will forward written documentation [of the conducted sampling] to the supervising P&P Office or appropriate facility.

#### K. Fiscal Management/Reporting

##### 1. Annual Reports

CONTRACTOR must have an independent financial audit conducted annually, at its expense, and submit these to the Treatment Contract Manager no later than December 31<sup>st</sup> of each calendar year.

## 2. No Adverse Change

On an annual basis, CONTRACTOR must certify by signature of its authorized representative, that since the date of CONTRACTOR'S most recent financial statements, there has not been any material adverse change in CONTRACTOR'S business or condition, nor has there been any change in the assets or liabilities or financial condition from that reflected in the financial statements which is material to CONTRACTOR'S ability to perform its obligations under this Contract. If requested, CONTRACTOR agrees to provide DEPARTMENT with a copy of its most recent financial statement, related to this specific Contract.

## L. Hold Harmless and Indemnification

1. CONTRACTOR agrees to be financially responsible (liable) for any audit exceptions or other financial loss to DEPARTMENT due to the negligence, intentional acts, or failure for any reason to comply with terms of this Contract.
2. CONTRACTOR agrees to protect, defend, and indemnify DEPARTMENT, its elected and appointed officials, agents and employees, while acting within the course and scope of their duties as such, harmless from and against all claims, and causes of action of any kind of character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, omissions of services in any way resulting from the acts or omissions of CONTRACTOR, or CONTRACTOR'S violation of an offender's civil rights. Herein nothing shall be construed as an agreement by CONTRACTOR to release, indemnify and hold harmless DEPARTMENT, its officials, agents, or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of DEPARTMENT, its officials, agents, or employees, unless said officials, agents, or employees are acting under the direction or control of CONTRACTOR.

## M. Insurance

1. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance:** CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the

insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements:** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage's must be received by the Contracts Management Bureau, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any material change in insurance coverage, such as changes in limits, coverage's, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

2. **Specific Requirements for Commercial General Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insured's; for liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations; premises owned, leased, occupied, or used.

**Specific Requirements for Automobile Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insured's for automobiles leased, hired, or borrowed by CONTRACTOR.

**Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, CONTRACTOR may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

#### N. Public Information

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution.

#### O. Assignment/Transfer/Subcontractors

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

1. CONTRACTOR must keep DEPARTMENT informed about programmatic and health services work that CONTRACTOR subcontracts by submitting all subcontracts to the Treatment Contract Manager for review and approval at least 30 days prior to beginning of performance of the contract. DEPARTMENT shall submit its approval or revision recommendation in writing to CONTRACTOR.

#### P. Amendments/Changes

All amendments to this Contract shall be in writing and signed by the parties.

#### Q. Contract Termination

1. Termination for Cause with Notice to Cure Requirements.

DEPARTMENT may terminate this contract for failure of CONTRACTOR to perform any of the services, duties, or conditions contained in this contract after giving CONTRACTOR written notification of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than sixty (60) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

CONTRACTOR may terminate this Contract for failure of DEPARTMENT to perform any of the services, duties, or conditions contained in this Contract after providing DEPARTMENT with a written notification of the stated failure to perform. The written notice must demand performance of the stated failure to perform within a specified period of time of not less than sixty (60) days. If the demanded performance is not completed within the specified period, or at an agreed upon later date, the termination is effective at the end of the specified period. In the event CONTRACTOR exercises its right of termination, CONTRACTOR shall comply with the Procedure upon Termination set forth below in subsection 6.

2. Reduction of Funding

DEPARTMENT must terminate this contract if funds are not appropriated or otherwise made available to support continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA)

### 3. Termination for Contractor Insolvency

In the event of filing a petition for bankruptcy by or against CONTRACTOR, DEPARTMENT shall have the right to terminate the Contract upon the same terms and conditions as termination for default. Additionally, DEPARTMENT may terminate under the same terms and conditions as termination for default in the following circumstances:

- a. CONTRACTOR applies for or consents to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets;
- b. CONTRACTOR files a voluntary petition in bankruptcy;
- c. CONTRACTOR admits in writing its inability to pay its debts as they become due;
- d. CONTRACTOR makes a general assignment for the benefit of creditors;
- e. CONTRACTOR files a petition or an answer seeking reorganization or rearrangement with creditors or, as a debtor, invokes or takes advantage of any insolvency law; or
- f. A court of competent jurisdiction enters an order, judgment or decree, on the application of a creditor, adjudicating CONTRACTOR as bankrupt or insolvent or approving a petition seeking reorganization of CONTRACTOR or a substantial part of its assets, and such order, judgment or decree continues unstayed for thirty (30) days.

If any of these circumstances occur, DEPARTMENT shall provide CONTRACTOR with written notice of the termination and provide a date when such termination will take effect.

### 4. Termination Due To Destruction or Condemnation

If the facility is totally or extensively damaged by fire or other casualty so as to prevent or substantially limit CONTRACTOR'S operations, or is condemned for public use by a legally constituted public authority, either party may terminate the Contract with written notice provided to the other party within sixty (60) days of the casualty or condemnation. The effective date of such termination shall be the date of the occurrence of the casualty or the effective date of the condemnation.

### 5. DEPARTMENT Procedure upon Termination

Upon delivery to CONTRACTOR of a Notice of Termination specifying the reason of the termination, the extent to which performance of work under the Contract is terminated, and the date on which such termination becomes effective, CONTRACTOR shall:

- a. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

- b. Place no further orders for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- c. Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination, except as may be necessary to avoid the occurrence of penalty assessments and the continuation of which DEPARTMENT has approved;
- d. Assign to DEPARTMENT, or a subsequent contractor as the case may be, in the manner and to the extent directed by DEPARTMENT, all of CONTRACTOR'S right and interest under the orders so terminated, in which case DEPARTMENT or a subsequent contractor shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders;
- e. With DEPARTMENT approval or ratification, settle all outstanding liabilities and all claims arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provision of the Contract;
- f. Deliver files, processing systems, data manuals, and/or documentation, in any form, to DEPARTMENT at the time and in the manner requested by DEPARTMENT; and
- g. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

#### 6. CONTRACTOR Procedure upon Termination

Upon delivery to DEPARTMENT of a Notice of Termination specifying the reason for termination (no cause shown or stated failure to perform) and the date on which such termination becomes effective, CONTRACTOR shall:

- a. Stop work under the Contract on the date specified in the Notice of Termination or date negotiated with DEPARTMENT;
- b. Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of work under the Contract to effectively terminate the Contract;
- c. Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination;
- d. Assign to the DEPARTMENT or a subsequent contractor specified by DEPARTMENT, in the manner and to the extent directed by DEPARTMENT, all of CONTRACTOR'S right and interest under the orders so terminated, in which case DEPARTMENT or a subsequent contractor shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders;
- e. With DEPARTMENT approval or ratification, settle all outstanding liabilities and all claims arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Contract;

- f. Deliver files, processing systems, data manuals, and/or documentation, in any form, to the DEPARTMENT at the time and in the manner requested by DEPARTMENT.

CONTRACTOR shall proceed immediately with the performance of the above obligations outlined in section Q above, notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this provision.

R. Choice of Law and Venue

The laws of Montana govern this Contract. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

S. Licensure

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

T. Integration

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the agreement.

U. Severability

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

V. Performance Security/Bond

Not Applicable.

W. Liquidated Damages

Not Applicable.

X. Policy and Procedures Changes and Reference List

Incorporated herein is the DEPARTMENT'S ACCD Standard Operating Procedure Manual. Procedures listed in this manual are subject to compliance monitoring. CONTRACTOR may submit written comments on all revisions as provided for in ACCD 1.1.200 Policy Management System. If the DEPARTMENT proposes or considers Administrative Rule or Policy changes affecting CONTRACTOR'S financial operation or the intent of the Contract, DEPARTMENT agrees to negotiate



these changes or the Contract prior to implementation of said Administrative Rules or Policies. DEPARTMENT will not implement procedures or policies that affect CONTRACTOR'S financial operation or the intent of the Contract without mutual agreement. Neither CONTRACTOR nor DEPARTMENT will unreasonably withhold agreement.

DEPARTMENT will only make revisions to the procedure manual after a twenty (20)-day (working) review/comment period by both parties. DEPARTMENT will conduct quarterly meetings with Facility Directors and Administrators to review and discuss proposed policy changes, and if necessary, conduct a conference call with CONTRACTOR prior to the quarterly meeting to discuss and review items of an emergent matter. If parties are in disagreement about policies that do not affect CONTRACTOR'S financial operations or the intent of the Contract, final approval is at the discretion of DEPARTMENT.

Upon agreement by both parties, implementation of policy will occur immediately upon finalization and agreement of policy.

CONTRACTOR'S compliance with Emergency Preparedness processes will be excluded from the terms outlined above until final written agreement between DEPARTMENT and CONTRACTOR is executed.

CONTRACTOR must follow ACCD Procedure Manual and ACCD 1.1.200 Policy Management System.

#### Y. Miscellaneous Matters

The parties agree that electronic transmissions, such as e-mails, may be used and considered as written transmissions under the terms of this Contract. The parties agree that where there are references to statutes, policies or administrative rules, those references shall automatically be amended to refer to renumbered statutes, policies, or administrative rules as appropriate.

#### Z. Completed Contract

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts Management Bureau, PO Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301.

#### AA. Alternate Dispute Resolution

Any dispute between the parties concerning any and all matters related to this Contract will be resolved as follows:

- a. Step 1: Each party will appoint a person who shall be responsible for administering the resolution procedures regarding claims. Those appointed persons should attempt to settle such claim. If they are unable to resolve the claim within thirty (30) days after either party notifies the other that the claim has been referred for resolution, either party may declare that an impasse has been reached and proceed to Step 2.
- b. Step 2: Upon declaration of an impasse, the parties will seek mediation by a qualified mediator who will be agreed to by the parties or, if the parties cannot agree to a mediator within thirty

(30) days of the decision to mediate, the party seeking mediation will choose the mediator. The cost of the mediation will be split equally between the parties.

The mediator shall conduct all hearings and meetings in Helena, Montana. If non-binding mediation does not resolve the dispute, parties may proceed to Step 3 set out herein.

- c. Step 3: Either party may seek the remedy available under law or the parties may agree to resolve the dispute with binding arbitration.

## **2. Program Requirements and Design**

### **A. Performance Measures**

#### **1. Statistical reports**

CONTRACTOR must follow ACCD 1.6.200 Statistical Reports.

#### **2. Outcome Measures**

CONTRACTOR shall track outcome measures for determining “Offender Return Rate” or “Offender Recidivism Rate” by tracking and report to the DEPARTMENT by following ACCD 1.3.301 Contractor Reports, ACCD 1.6.200 Statistical Reports, and ACCD 1.6.201 Outcome Measures.

### **B. Screening/Eligibility**

CONTRACTOR must follow ACCD 4.1.100 Screenings for Incarcerated Adult Offenders.

### **C. Programming and Curriculum (Specific to RFP or Previous Contracts)**

#### **1. CONTRACTOR must follow ACCD 5.1.300 Treatment Program Structure.**

#### **2. CP&R**

CONTRACTOR must follow ACCD 5.3.100 CP&R.

#### **3. Criminal Thinking Errors**

CONTRACTOR must follow ACCD 5.3.200 Criminal Thinking Errors (CTE).

#### **4. Anger Management**

CONTRACTOR must follow ACCD 5.3.300 Anger Management.

#### **5. Chemical Dependency Programming**

CONTRACTOR must follow ACCD 5.4.100 Chemical Dependency.

#### **6. Victim Services**

CONTRACTOR must follow ACCD 1.8.100 Victim Services, ACCD 1.8.101 Victim-Offender Dialogue, ACCD 1.8.200 Victim Impact Panels, and ACCD 5.3.400 Victimology.

#### **7. KNIGHTS**

Not Applicable.

8. Transitional Living Program (TLP)

Not Applicable.

9. Enhanced Supervision Program (ESP)

Not Applicable.

10. WATCH related programs

Not Applicable.

11. Booter Aftercare

Not Applicable.

12. Sanction Programs

Not Applicable.

13. Extended Treatment Program (ETP)

Not Applicable.

14. Culinary Arts Program (CAP)

Not Applicable.

15. ADT Probation Sanction Program

Not Applicable.

16. Sex Offender Placement

Not Applicable.

**3. Offender Management**

A. Offender reports

CONTRACTOR must follow ACCD 1.3.301 Contractor Reports.

B. Offender fees/fines/R&B

CONTRACTOR must follow ACCD 1.2.700 Offender Money Management.

C. Length of Stay (LOSs)

CONTRACTOR must follow ACCD 5.1.102 Length of Stays.

D. Offender Misconduct & Removal from Facility

CONTRACTOR must follow ACCD 3.4.100 Offender Discipline.

1. Detention

CONTRACTOR must follow ACCD 3.4.102 Offender Removal and Detention.

2. Unlawful Offender Behavior

CONTRACTOR shall report allegations of criminal conduct of offenders to local law enforcement officials and DEPARTMENT. CONTRACTOR shall cooperate with any administrative or criminal investigation regarding an offender. In accordance with P&P 40-2, Offender Informants, under no circumstances may an offender be permitted to act as an operative/informant (i.e. actively engaging in "controlled enforcement" activities that would ordinarily be considered a violation of the law) for law enforcement officials.

E. Escape

CONTRACTOR must follow ACCD 3.2.101 Escape.

F. Transportation/Travel/Driving Privileges

CONTRACTOR must follow ACCD 5.1.103 Offender Travel.

G. Administrative Transfer/Overrides

CONTRACTOR must follow ACCD 4.6.200 Administrative Transfers/Overrides.

H. Security/Counts

1. CONTRACTOR must follow :

- a. ACCD 3.1.800 Use of Force and Restraints.
- b. ACCD 3.1.2100 Offender Counts and Supervision.
- c. ACCD 3.1.1100 Offender Movement Control.
- d. ACCD 3.1.1300 Key Control and ACCD 3.1.1400 Tool Control.
- e. ACCD 3.1.1700 Searches and Contraband Control.
- f. ACCD 3.1.500 Entrance Procedures.
- g. ACCD 3.1.300 Logs and Record-Keeping Systems.

I. Drug/Alcohol Testing/UAs

CONTRACTOR must follow ACCD 3.1.2000 Offender Drug and Alcohol Testing Program.

## J. Healthcare

CONTRACTOR must follow ACCD 4.5.200 Healthcare Responsibilities.

## K. Offender Rights

### 1. Religion

CONTRACTOR must follow ACCD 5.6.100 Religion.

### 2. Grievances

CONTRACTOR must follow ACCD 3.3.300 Grievances.

### 3. Property/Clothing

CONTRACTOR must follow ACCD 4.1.300 Property.

### 4. Canteen

CONTRACTOR must follow ACCD 3.3.500 Canteen.

### 5. Legal Assistance

CONTRACTOR must follow ACCD 3.3.200 Legal Assistance.

### 6. Telephone

CONTRACTOR must follow ACCD 3.3.700 Telephone.

### 7. Visitation

CONTRACTOR must follow ACCD 3.3.800 Visitation.

## **4. Facility Management**

### A. Facility Administration

Elkhorn is located in Boulder, Montana. The physical address of the Elkhorn is: 1 Riverside Road, Boulder, Montana 59632. The Elkhorn program will house up to 37 Methamphetamine & related drug treatment offenders.

#### 1. Management

CONTRACTOR must follow ACCD 2.1.100 Facility Management.

#### 2. Conditions

CONTRACTOR must follow ACCD 2.1.200 Facility Conditions and Maintenance.

3. Inmate Worker Position

CONTRACTOR must follow ACCD 5.1.101 Inmate Workers.

4. Laundry

Laundry services shall be the responsibility of CONTRACTOR.

B. Food Service

CONTRACTOR must follow ACCD 4.3.100 Food Services.

C. Staffing/Certification/Training

To promote public safety and offender accountability, staffing must be adequate to meet safety and Program needs and shall be established in agreement with MDOC and in accordance with the following policies and procedures:

1. Staff Recruitment, Selection, and Licensure/Certification.

CONTRACTOR must follow ACCD 1.3.400 Staff Recruitment, Selection, and Licensure/Certification.

2. Staffing Plans/Patterns

CONTRACTOR must follow ACCD 1.3.401 Staffing Plans/Patterns.

3. Staff Training


CONTRACTOR must follow ACCD 1.4.100 Staff Training.

4. Background Staff Investigations

CONTRACTOR must follow ACCD 1.3.402 Background Investigations.

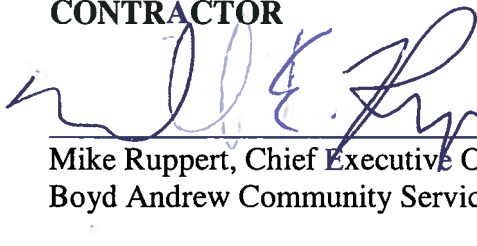
## 5. SIGNATURES

### DEPARTMENT

  
Pam Bunke, Administrator  
Adult Community Corrections Division


8-19-11  
Date

### CONTRACTOR

  
Mike Ruppert, Chief Executive Officer  
Boyd Andrew Community Services

8/19/11  
Date

Reviewed for Legal Content by:

  
Diana L. Koch  
Legal Counsel  
Department of Corrections

8/19/11  
Date

Approved for Montana Facility Finance Authority by:

  
Michelle Houston  
Executive Director

8-19-11  
Date



# TABLE OF CONTENTS

<b>1. Standard Contract Terms .....</b>	<b>1</b>
A. Parties.....	1
B. Time of Performance .....	1
C. Liaisons and Notice.....	2
D. Access to Records – Offender Records/Files/OMIS access .....	2
E. Access to Facility .....	2
F. Emergency Preparedness .....	3
G. Compensation/Billing .....	4
H. Agency Assistance .....	8
I. Intellectual Property.....	8
J. Compliance with Laws .....	8
K. Fiscal Management/Reporting .....	10
L. Hold Harmless and Indemnification.....	11
M. Insurance .....	11
N. Public Information .....	12
O. Assignment/Transfer/Subcontractors.....	13
P. Amendments/Changes .....	13
Q. Contract Termination .....	13
R. Choice of Law and Venue.....	16
S. Licensure.....	16
T. Integration .....	16
U. Severability .....	16
V. Performance Security/Bond .....	16
W. Liquidated Damages .....	16
X. Policy and Procedures Changes and Reference List.....	16
Y. Miscellaneous Matters .....	17
Z. Completed Contract .....	17
AA. Alternate Dispute Resolution.....	17
<b>2. Program Requirements and Design.....</b>	<b>19</b>
A. Performance Measures .....	19
B. Screening/Eligibility .....	19
C. Programming and Curriculum (Specific to RFP or Previous Contracts).....	19
<b>3. Offender Management .....</b>	<b>20</b>
A. Offender reports .....	20
B. Offender fees/fines/R&B .....	20
C. Length of Stay (LOSs).....	21
D. Offender Misconduct & Removal from Facility.....	21
E. Escape .....	21
F. Transportation/Travel/Driving Privileges.....	21
G. Administrative Transfer/Overrides .....	21
H. Security/Counts.....	21
I. Drug/Alcohol Testing/UAs .....	21
J. Healthcare .....	22
K. Offender Rights.....	22
<b>4. Facility Management.....</b>	<b>22</b>
A. Facility Administration .....	22
B. Food Service .....	23
C. Staffing/Certification/Training .....	23
<b>5. SIGNATURES .....</b>	<b>24</b>

# <sup>1</sup> MONTANA 2005

## NONCONSTRUCTION SERVICES

# <sup>2</sup> MONTANA PREVAILING WAGE RATES

## Nonconstruction Services

***Rates Effective: March 10, 2006***

State of Montana  
Brian Schweitzer, Governor

Department of Labor & Industry  
Keith Kelly, Commissioner

To obtain copies of prevailing wage rate schedules, contact:  
Research and Analysis Bureau, Workforce Services Division  
Montana Department of Labor and Industry  
P. O. Box 1728, 840 Helena Ave.  
Helena, MT 59624-1728  
Phone 406-444-2430 FAX 406-444-2638  
Toll free 800-541-3904  
TDD 406-444-0532

We're also on the Internet at: [www.ourfactsyourfuture.org](http://www.ourfactsyourfuture.org)  
For information relating to public works projects and payment of  
prevailing wage rates visit ERD at:  
[www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or contact them at:

Employment Relations Division  
Montana Department of Labor and Industry  
P. O. Box 6518  
Helena, MT 59604-6518  
Phone 406-444-5600  
TDD 406-444-5549

As always, the Research and Analysis Bureau welcomes questions,  
comments and suggestions from the public. In addition, we'll do our best to  
provide information in accessible format, on request, in compliance with  
the Americans with Disabilities Act.

# TABLE OF CONTENTS

## MONTANA PREVAILING WAGE REQUIREMENTS:

A. Date of Publication.....	4
B. Definition of Nonconstruction Services.....	4
C. Definition of Public Works Projects.....	4
D. Prevailing Wage Schedule.....	5
E. Rates to use for Projects.....	5
F. Fringe Benefits.....	6
G. Prevailing Wage Districts.....	7
H. Apprentices.....	8
I. Posting Notice of Prevailing Wage.....	8
J. Employment Preference.....	8
K. Nonconstruction Services Occupations.....	8
Maintenance of Publicly Owned Buildings and Facilities...	12-15
Grounds Maintenance for Publicly Owned Property.....	16-17
Operation of Public Drinking Water Supply, Waste Collection, and Waste Disposal Systems.....	18-24
Law Enforcement, Including Jailers and Correction Officers.....	25-28
Fire Protection.....	28-29
Public or School Transportation Driving.....	29-30
Nursing, Medical and Laboratory Technician Services.....	30-35
Mail Handling.....	35-36
Food Service.....	36
L. Rates Brought Forward.....	44
M. Notes on 2001 Fringe Benefit Rates.....	53

### A. Date of Publication: March 10, 2006

### B. Definition of Nonconstruction Services Occupations

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that Nonconstruction Services means work performed by an individual, not including management, office or clerical work, for:

- (a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets and alleys;
- (b) custodial or security services for publicly owned buildings and facilities;
- (c) grounds maintenance for publicly owned property;
- (d) the operation of public drinking water supply, waste collection and waste disposal systems;
- (e) law enforcement, including janitors and prison guards;
- (f) fire protection;
- (g) public or school transportation driving;
- (h) nursing, nurse's aide services, and medical laboratory technician services;
- (i) material and mail handling;
- (j) food service and cooking;
- (k) motor vehicle and construction equipment repair and servicing; and
- (l) appliance and office machine repair and servicing.

### C. Definition of Public Works Projects

Contracts entered into for construction services (Heavy, Highway and Building) or Nonconstruction Services by the state, county, municipality, school district, or political subdivision in which the total cost of the contract is \$25,000 or more involving public funds.

### D. Prevailing Wage Schedule

Employers are surveyed biennially to determine prevailing wage rates for services occupations. This publication covers only Nonconstruction Services occupations. Heavy and Highway industry rates are contained in separate publications. Building Construction occupations are surveyed in alternate years and current rates are contained in a publication dated August 2003. All of these rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway and Building Construction occupations can be found on the Internet at: [www.ourfactsfuture.org](http://www.ourfactsfuture.org) or by contacting the Research and Analysis Bureau at (800) 541-3904 or TDD (406) 444-0532.

### E. Rates to use for Projects

Rates to be used on a public works projects are those that are in effect at the time the project and bid specifications are advertised.

### F. Fringe Benefits

Section 18-2-412 of the Montana Code Annotated states that:

"(1) to fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the United States department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions that meet the requirements of the Employee Retirement Income Security Act of 1974, travel, or other bona fide programs approved by the United States department of labor, that is applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the United States department of labor." Fringe benefits are paid for all hours worked (straight time and overtime hours).

However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

### G. Prevailing Wage Districts

The prevailing wage districts are composed of the following counties:

**District 1 - Kalispell:** includes Flathead, Lake, Lincoln and Sanders counties

**District 2 - Missoula:** includes Mineral, Missoula and Ravalli counties

**District 3 - Butte:** includes Beaverhead, Deer Lodge, Granite, Madison, Powell and Silver Bow counties

**District 4 - Great Falls:** includes Blaine, Cascade, Chouteau, Glacier, Hill, Liberty, Pondera, Teton and Toole counties

**District 5 - Helena:** includes Broadwater, Jefferson, Lewis and Clark, and Meagher counties

**District 6 - Bozeman:** includes Gallatin, Park and Sweet Grass counties

**District 7 - Lewistown:** includes Fergus, Golden Valley, Judith Basin, Musselshell, Petroleum and Wheatland counties

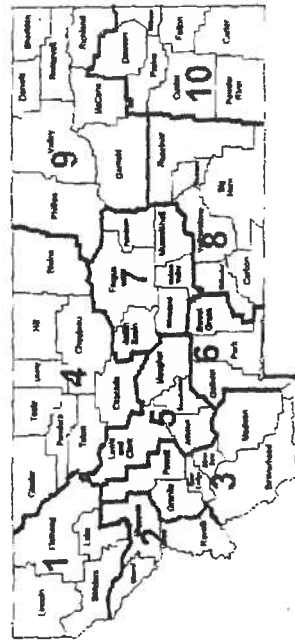
**District 8 - Billings:** includes Big Horn, Carbon, Rosebud, Stillwater, Treasure and Yellowstone counties

**District 9 - Glasgow:** includes Daniels, Garfield, McCone, Phillips, Richland, Roosevelt, Sheridan and Valley counties

**District 10 - Miles City:** includes Carter, Custer, Dawson, Fallon, Prairie, Powder River and Wibaux counties

### G. Prevailing Wage Districts

Montana counties are aggregated into 10 districts for the purpose of prevailing wage. A map showing these districts follows:



### H. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. However, apprentices not registered in approved federal or state apprenticeship programs will be paid the prevailing wage rate when working on a public works contract.

### I. Posting Notice of Prevailing Wages

Section 18-2-406, Montana Code Annotated, provides that contractors, subcontractors, and employers who are performing work or providing services under public works contracts as provided in this part shall post in a prominent and accessible site on the project or work area, not later than the first day of work, a legible statement of all wages to be paid to the employees on such site or work area.

### J. Employment Preference

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. However, apprentices not registered in approved federal or state apprenticeship programs will be paid the prevailing wage rate when working on a public works contract.

Section 18-2-406, Montana Code Annotated, provides that contractors, subcontractors, and employers who are performing work or providing services under public works contracts as provided in this part shall post in a prominent and accessible site on the project or work area, not later than the first day of work, a legible statement of all wages to be paid to the employees on such site or work area.

Section 18-2-403, Montana Code Annotated requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

### K. Nonconstruction Services Occupations

MECHANIC, OFFICE REPAIR AND MATERIAL HANDLER  
APPLIANCE SERVICE REPAIR  
AUTOMOTIVE MECHANIC  
COMPUTER ELECT REPAIR  
CONSTRUCTION ELECT REPAIR  
CONSTRUCTION EQUIPMENT MACHINIC  
MATERIAL HANDLER  
OFFICE MACHINE REPAIRER  
RADIO ENGINEER TECH

### MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES:

BOILER OPERATOR  
BUILDING INSPECTOR  
CLEANER COMMERCIAL  
JANITOR WITH MAINTENANCE  
JANITOR SERVICE SUPERVISOR  
DITCH RIDER  
BASIN OPERATOR  
ELEVATOR REPAIRER  
HIGHWAY MAINTENANCE WORKER  
JANITOR-BUILDING MAINTENANCE  
STREET CLEANER/SWEEPER  
SNOW REMOVAL

### GROUPS MAINTENANCE FOR PUBLICLY OWNED

PROPERTY:  
CEMETERY WORKER  
GROUNDSKEEPER  
PESTICIDE HANDLER  
PEST CONTROL WORKER  
TIMBER MARKING  
TREE PLANTERS  
TREE TRIMMERS

OPERATION OF PUBLIC DRINKING WATER  
SUPPLY, WASTE COLLECTION, AND WASTE  
DISPOSAL SYSTEMS:  
METER READER

GARBAGE COLLECTOR  
 PUMP STATION OPERATOR  
 SANITARY LANDFILL OPERATOR  
 SEWAGE DISPOSAL WORKER  
 SEWER LINE REPAIRER  
 SEWER PIPE CLEANER  
 WASTEWATER TREATMENT PLANT ATTENDANT  
 WASTEWATER TREATMENT PLANT OPERATOR  
 WATER TREATMENT PLANT OPERATOR

#### **LAW ENFORCEMENT, INCLUDING JAILERS AND**

##### **CORRECTIONS OFFICERS:**

ANIMAL CONTROL OFFICER  
 BAILIFF  
 CORRECTION OFFICER  
 PROBATION OFFICER  
 DISPATCHER  
 JAILER  
 SECURITY GUARD  
 DISPATCHER

##### **FIRE PROTECTION:**

FIREFIGHTER  
 FIRE MARSHALL

##### **PUBLIC OR SCHOOL TRANSPORTATION DRIVING:**

BUS DRIVER SCHOOL  
 BUS DRIVER  
 VAN DRIVER

#### **NURSING, MEDICAL, AND LABORATORY TECHNICIAN**

##### **SERVICES:**

EMERGENCY MEDICAL TECHNICIAN  
 LICENSED PRACTICAL NURSE  
 MEDICAL LABORATORY TECHNICIAN  
 MEDICAL LABORATORY TECHNOLOGISTS  
 NURSE ANESTHETIST  
 NURSE ASSISTANT  
 NURSE ASSISTANT CERTIFIED  
 NURSE PRACTITIONER  
 COMMUNITY HEALTH NURSE  
 GENERAL DUTY NURSE

OFFICE NURSE  
 ORDERLY

##### **MAIL HANDLING:**

MAIL CARRIER  
 MAIL HANDLER

##### **FOOD SERVICE**

COOK  
 COUNTER ATTENDANTS  
 DINING ROOM ATTENDANTS  
 FOOD SERVICE WORKER

#### **L. RATES BROUGHT FORWARD**

Animal Control Officer (Wages and Fringe Benefits)  
 Appliance Service Repairer (Wages and Fringe Benefits)  
 Bailiff (Wages and Fringe Benefits)  
 Basin Operator (Wages and Fringe Benefits)  
 Computer Electronics Repairer (Fringe Benefits)  
 Jailer (Wages and Fringe Benefits)  
 Nurse Anesthetist (Wages and Fringe Benefits)  
 Office Machine Repairer (Wages and Fringe Benefits)  
 Orderly (Wages and Fringe Benefits)  
 Parking Enforcement Officer (Wages and Fringe Benefits)  
 Pesticide Handlers (Fringe Benefits)  
 Probation Officer (Wages and Fringe Benefits)  
 Pump Station Operator (Wages and Fringe Benefits)  
 Radio Engineer Technician (Fringe Benefits)  
 Sewage Disposal Worker (Fringe Benefits)  
 Sewer Pipe Repairer (Wages and Fringe Benefits)  
 Sewer Pipe Cleaner (Wages and Fringe Benefits)  
 Water Treatment Plant Operator (Wages and Fringe Benefits)

Effective Date: March 10, 2006

MECHANIC, OFFICE REPAIR AND MATERIAL**APPLIANCE SERVICE REPAIRER**

	Wage Rate	Benefit Rate
District 1	No Rates Established	
District 2	No Rates Established	
District 3	No Rates Established	
District 4	No Rates Established	
District 5	No Rates Established	
District 6	No Rates Established	
District 7	No Rates Established	
District 8	No Rates Established	
District 9	No Rates Established	
District 10	No Rates Established	

For fringe benefit rates, 2001 rates apply.

**AUTOMOTIVE MECHANIC**

	Wage Rate	Benefit Rate
District 1	\$14.94	\$2.87
District 2	\$16.40	\$2.39
District 3	\$14.08	\$2.09
District 4	\$14.26	\$2.24
District 5	\$14.96	\$3.02
District 6	\$16.57	\$2.76
District 7	\$13.61	\$2.21
District 8	\$15.42	\$1.83
District 9	\$10.73	\$2.62
District 10	\$13.18	\$4.23

Effective Date: March 10, 2006

**COMPUTER ELECTRONICS REPAIRER**

	Wage Rate	Benefit Rate
District 1	\$18.93	No Rates Established
District 2	\$17.64	No Rates Established
District 3	\$17.78	No Rates Established
District 4	\$17.64	No Rates Established
District 5	\$19.39	No Rates Established
District 6	\$19.47	No Rates Established
District 7	\$19.03	No Rates Established
District 8	\$17.64	No Rates Established
District 9	\$17.64	No Rates Established
District 10	\$17.64	No Rates Established

For fringe benefit rates, 2001 rates apply.

**CONSTRUCTION EQUIPMENT MECHANIC**

	Wage Rate	Benefit Rate
District 1	\$18.41	\$7.84
District 2	\$16.68	\$7.50
District 3	\$14.70	\$5.97
District 4	\$17.11	\$6.47
District 5	\$16.59	\$6.38
District 6	\$15.55	\$4.91
District 7	\$16.25	\$5.07
District 8	\$14.64	\$3.20
District 9	\$17.11	\$4.54
District 10	\$17.11	\$6.47

Effective Date: March 10, 2006

**MATERIAL HANDLER**

	Wage Rate	Benefit Rate
District 1	\$10.65	\$2.98
District 2	\$9.91	\$1.66
District 3	\$10.81	\$3.82
District 4	\$9.37	\$2.08
District 5	\$8.64	\$2.50
District 6	\$10.85	\$2.00
District 7	\$10.37	\$3.61
District 8	\$10.19	\$2.78
District 9	\$9.98	\$2.69
District 10	\$10.21	\$2.51

**OFFICE MACHINE REPAIRER**

	Wage Rate	Benefit Rate
District 1	No Rates Established	No Rates Established
District 2	No Rates Established	No Rates Established
District 3	No Rates Established	No Rates Established
District 4	No Rates Established	No Rates Established
District 5	No Rates Established	No Rates Established
District 6	No Rates Established	No Rates Established
District 7	No Rates Established	No Rates Established
District 8	No Rates Established	No Rates Established
District 9	No Rates Established	No Rates Established
District 10	No Rates Established	No Rates Established

For wage and benefit rates, 2001 rates apply.

Effective Date: March 10, 2006

**RADIO ENGINEER TECHNICIAN**

	Wage Rate	Benefit Rate
District 1	\$10.22	No Rates Established
District 2	\$10.22	No Rates Established
District 3	\$10.22	No Rates Established
District 4	\$10.22	No Rates Established
District 5	\$11.65	No Rates Established
District 6	\$11.65	No Rates Established
District 7	\$11.65	No Rates Established
District 8	\$11.65	No Rates Established
District 9	\$11.65	No Rates Established
District 10	\$11.65	No Rates Established

For benefit rates, 2001 rates apply.

**MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES****BOILER OPERATOR**

	Wage Rate	Benefit Rate
District 1	\$13.76	\$4.24
District 2	\$16.18	\$4.23
District 3	\$13.13	\$4.23
District 4	\$14.25	\$4.65
District 5	\$13.55	\$4.14
District 6	\$14.64	\$2.54
District 7	\$12.53	\$3.42
District 8	\$12.53	\$2.93
District 9	\$16.04	\$2.73
District 10	\$16.04	\$2.73



Effective Date: March 10, 2006

**BUILDING INSPECTOR**

	Wage Rate	Benefit Rate
District 1	\$15.31	\$5.17
District 2	\$15.30	\$4.60
District 3	\$16.11	\$4.91
District 4	\$16.11	\$4.91
District 5	\$16.11	\$4.91
District 6	\$15.09	\$4.55
District 7	\$16.11	\$4.91
District 8	\$16.11	\$4.91
District 9	\$16.11	\$4.91
District 10	\$16.11	\$4.91

Effective Date: March 10, 2006

**JANITOR WITH MAINTENANCE DUTIES**

	Wage Rate	Benefit Rate
District 1	\$10.53	\$4.34
District 2	\$9.04	\$3.18
District 3	\$11.11	\$3.16
District 4	\$11.33	\$3.49
District 5	\$8.96	\$3.90
District 6	\$10.73	\$2.31
District 7	\$8.05	\$3.14
District 8	\$9.28	\$2.88
District 9	\$9.65	\$3.22
District 10	\$8.96	\$3.90

**CLEANER COMMERCIAL**

	Wage Rate	Benefit Rate
District 1	\$9.34	\$2.90
District 2	\$9.52	\$4.60
District 3	\$8.98	\$2.73
District 4	\$8.86	\$2.30
District 5	\$8.63	\$1.96
District 6	\$10.13	\$1.83
District 7	\$9.52	\$4.60
District 8	\$8.95	\$2.29
District 9	\$7.22	\$1.23
District 10	\$8.88	\$2.37

**JANITOR SERVICE SUPERVISOR**

	Wage Rate	Benefit Rate
District 1	\$15.41	\$3.97
District 2	\$12.50	\$3.49
District 3	\$15.47	\$5.15
District 4	\$13.14	\$3.79
District 5	\$13.62	\$3.96
District 6	\$14.39	\$3.48
District 7	\$13.45	\$3.70
District 8	\$13.51	\$4.01
District 9	\$13.09	\$2.92
District 10	\$10.81	\$4.21

Effective Date: March 10, 2006

**DITCH RIDER**

	<b>Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$13.79	\$3.31
District 2	\$13.63	\$3.47
District 3	\$11.26	\$2.70
District 4	\$13.47	\$3.38
District 5	\$14.59	\$3.23
District 6	\$12.09	\$2.90
District 7	\$12.45	\$3.58
District 8	\$10.57	\$2.79
District 9	\$11.95	\$3.85
District 10	\$11.01	\$4.22

**BASIN OPERATOR**

	<b>Wage Rate</b>	<b>Benefit Rate</b>
District 1	No Rates Established	
District 2	No Rates Established	
District 3	No Rates Established	
District 4	No Rates Established	
District 5	No Rates Established	
District 6	No Rates Established	
District 7	No Rates Established	
District 8	No Rates Established	
District 9	No Rates Established	
District 10	No Rates Established	

For wage and benefit rates, 2001 rates apply.

Effective Date: March 10, 2006

**ELEVATOR REPAIRER**

	<b>Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$30.74	\$14.28
District 2	\$30.74	\$14.28
District 3	\$30.74	\$14.28
District 4	\$30.74	\$14.28
District 5	\$30.74	\$14.28
District 6	\$30.74	\$14.28
District 7	\$30.74	\$14.28
District 8	\$30.74	\$14.28
District 9	\$30.74	\$14.28
District 10	\$30.74	\$14.28

**HIGHWAY MAINTENANCE WORKER**

	<b>Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$15.84	\$3.95
District 2	\$15.84	\$3.95
District 3	\$15.84	\$3.95
District 4	\$15.84	\$3.95
District 5	\$15.84	\$3.95
District 6	\$15.84	\$3.95
District 7	\$15.84	\$3.95
District 8	\$15.84	\$3.95
District 9	\$15.84	\$3.95
District 10	\$15.84	\$3.95

Effective Date: March 10, 2006

**STREET CLEANER/SWEEPER**

	Wage Rate	Benefit Rate
District 1	\$14.18	\$3.95
District 2	\$15.45	\$3.95
District 3	\$15.45	\$3.95
District 4	\$15.45	\$3.95
District 5	\$13.57	\$3.95
District 6	\$15.45	\$3.95
District 7	\$15.45	\$3.95
District 8	\$15.45	\$3.95
District 9	\$15.45	\$3.95
District 10	\$15.45	\$3.95

**SNOW REMOVAL**

	Wage Rate	Benefit Rate
District 1	\$13.54	\$3.95
District 2	\$14.95	\$3.95
District 3	\$14.66	\$3.95
District 4	\$11.51	\$3.95
District 5	\$11.45	\$3.95
District 6	\$12.60	\$3.95
District 7	\$15.84	\$3.95
District 8	\$15.84	\$3.95
District 9	\$15.84	\$3.95
District 10	\$15.84	\$3.95

Effective Date: March 10, 2006

**GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY****CEMETERY WORKER**

	Wage Rate	Benefit Rate
District 1	\$8.99	\$3.12
District 2	\$10.91	\$3.12
District 3	\$9.93	\$3.19
District 4	\$7.35	\$3.86
District 5	\$9.19	\$3.42
District 6	\$9.34	\$3.12
District 7	\$8.55	\$4.37
District 8	\$9.50	\$3.12
District 9	\$8.41	\$3.12
District 10	\$9.55	\$3.12

**GROUNDSKEEPER**

	Wage Rate	Benefit Rate
District 1	\$10.01	\$2.16
District 2	\$10.14	\$2.87
District 3	\$8.30	\$2.87
District 4	\$10.90	\$2.88
District 5	\$10.05	\$1.98
District 6	\$9.70	\$5.55
District 7	\$10.21	\$2.02
District 8	\$9.41	\$1.58
District 9	\$10.40	\$2.85
District 10	\$9.18	\$2.80

Effective Date: March 10, 2006

**PESTICIDE HANDLERS**

	<b>Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$12.82	No Rates Established
District 2	\$12.50	No Rates Established
District 3	\$10.73	No Rates Established
District 4	\$10.46	No Rates Established
District 5	\$11.16	No Rates Established
District 6	\$9.63	No Rates Established
District 7	\$10.56	No Rates Established
District 8	\$9.96	No Rates Established
District 9	\$10.21	No Rates Established
District 10	\$9.89	No Rates Established

For fringe benefit rates, 2003 Sprayer rates apply.

**TIMBERMARKING**

	<b>Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$16.02	\$2.28
District 2	\$16.02	\$2.28
District 3	\$16.02	\$2.28
District 4	\$16.02	\$2.28
District 5	\$16.02	\$2.28
District 6	\$16.02	\$2.28
District 7	\$16.02	\$2.28
District 8	\$16.02	\$2.28
District 9	\$16.02	\$2.28
District 10	\$16.02	\$2.28

Effective Date: March 10, 2006

**TREE PLANTERS**

	<b>Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$12.95	\$2.36
District 2	\$13.77	\$2.36
District 3	\$13.46	\$2.36
District 4	\$13.46	\$2.36
District 5	\$13.46	\$2.36
District 6	\$13.46	\$2.36
District 7	\$13.46	\$2.36
District 8	\$13.46	\$2.36
District 9	\$13.46	\$2.36
District 10	\$13.46	\$2.36

**TREE THINNERS**

	<b>Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$13.34	\$2.46
District 2	\$13.52	\$2.46
District 3	\$13.53	\$2.46
District 4	\$13.04	\$2.45
District 5	\$13.40	\$2.46
District 6	\$13.21	\$2.44
District 7	\$12.84	\$2.36
District 8	\$12.17	\$2.36
District 9	\$12.67	\$2.46
District 10	\$11.67	\$2.46

Effective Date: March 10, 2006

**OPERATION OF PUBLIC DRINKING WATER  
SUPPLY, WASTE COLLECTION, AND WASTE  
DISPOSAL SYSTEMS**

**METER READER**

	<b>Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$12.57	\$5.34
District 2	\$12.34	\$4.46
District 3	\$12.20	\$4.46
District 4	\$11.55	\$4.33
District 5	\$12.04	\$4.62
District 6	\$10.30	\$2.51
District 7	\$11.20	\$2.73
District 8	\$11.03	\$1.89
District 9	\$11.33	\$1.66
District 10	\$11.09	\$1.66

**GARBAGE COLLECTOR**

	<b>Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$16.51	\$4.73
District 2	\$15.43	\$7.83
District 3	\$15.06	\$6.35
District 4	\$11.08	\$4.16
District 5	\$13.76	\$4.36
District 6	\$13.58	\$4.48
District 7	\$13.01	\$3.24
District 8	\$13.48	\$5.10
District 9	\$11.55	\$4.00
District 10	\$12.87	\$3.04

Effective Date: March 10, 2006

**PUMP STATION OPERATOR**

	<b>Wage Rate</b>	<b>Benefit Rate</b>
District 1	No Rates Established	No Rates Established
District 2	No Rates Established	No Rates Established
District 3	No Rates Established	No Rates Established
District 4	No Rates Established	No Rates Established
District 5	No Rates Established	No Rates Established
District 6	No Rates Established	No Rates Established
District 7	No Rates Established	No Rates Established
District 8	No Rates Established	No Rates Established
District 9	No Rates Established	No Rates Established
District 10	No Rates Established	No Rates Established

For wages and fringe benefit rates, 2003 rates apply.

**SANITARY LANDFILL OPERATOR**

	<b>Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$14.53	\$4.73
District 2	\$14.01	\$3.74
District 3	\$13.14	\$3.16
District 4	\$ 8.46	\$1.15
District 5	\$12.71	\$3.50
District 6	\$13.99	\$4.35
District 7	\$11.44	\$3.88
District 8	\$12.65	\$5.00
District 9	\$12.61	\$5.02
District 10	\$12.52	\$4.70

Effective Date: March 10, 2006

### SEWAGE DISPOSAL WORKER

	Wage Rate	Benefit Rate
District 1	\$12.72	No Rates Established
District 2	\$12.72	No Rates Established
District 3	\$12.72	No Rates Established
District 4	\$12.72	No Rates Established
District 5	\$12.72	No Rates Established
District 6	\$12.72	No Rates Established
District 7	\$12.72	No Rates Established
District 10	\$12.72	No Rates Established

For fringe benefit rates, 2003 rates apply.

Effective Date: March 10, 2006

### SEWER PIPE CLEANER

	Wage Rate	Benefit Rate
District 1	No Rates Established	No Rates Established
District 2	No Rates Established	No Rates Established
District 3	No Rates Established	No Rates Established
District 4	No Rates Established	No Rates Established
District 5	No Rates Established	No Rates Established
District 6	No Rates Established	No Rates Established
District 7	No Rates Established	No Rates Established
District 8	No Rates Established	No Rates Established
District 9	No Rates Established	No Rates Established
District 10	No Rates Established	No Rates Established

For wage and fringe benefit rates, 2003 rates apply

### SEWER PIPE REPAIRER

	Wage Rate	Benefit Rate
District 1	No Rates Established	No Rates Established
District 2	No Rates Established	No Rates Established
District 3	No Rates Established	No Rates Established
District 4	No Rates Established	No Rates Established
District 5	No Rates Established	No Rates Established
District 6	No Rates Established	No Rates Established
District 7	No Rates Established	No Rates Established
District 8	No Rates Established	No Rates Established
District 9	No Rates Established	No Rates Established
District 10	No Rates Established	No Rates Established

For wage and fringe benefit rates, 2003 rates apply.

### WATER TREATMENT PLANT OPERATOR

	Wage Rate	Benefit Rate
District 1	No Rates Established	No Rates Established
District 2	No Rates Established	No Rates Established
District 3	No Rates Established	No Rates Established
District 4	No Rates Established	No Rates Established
District 5	No Rates Established	No Rates Established
District 6	No Rates Established	No Rates Established
District 7	No Rates Established	No Rates Established
District 8	No Rates Established	No Rates Established
District 9	No Rates Established	No Rates Established
District 10	No Rates Established	No Rates Established

For wage and fringe benefit rates, 2003 rates apply

Effective Date: March 10, 2006

**WASTE WATER TREATMENT PLANT ATTENDANT**

	Wage Rate	Benefit Rate
District 1	\$10.82	\$3.88
District 2	\$10.19	\$3.45
District 3	\$10.19	\$3.45
District 4	\$10.02	\$3.88
District 5	\$11.07	\$3.91
District 6	\$10.19	\$3.45
District 7	\$10.15	\$3.29
District 8	\$ 9.73	\$3.45
District 9	\$10.07	\$2.83
District 10	\$ 9.30	\$3.45

**WASTE WATER TREATMENT PLANT OPERATOR**

	Wage Rate	Benefit Rate
District 1	\$15.51	\$4.84
District 2	\$14.38	\$4.45
District 3	\$11.08	\$4.42
District 4	\$13.30	\$3.73
District 5	\$17.25	\$4.51
District 6	\$14.79	\$4.23
District 7	\$14.97	\$4.31
District 8	\$15.87	\$5.24
District 9	\$14.68	\$3.72
District 10	\$15.90	\$2.57

Effective Date: March 10, 2006

**LAW ENFORCEMENT, INCLUDING JAILERS AND  
CORRECTION OFFICER****ANIMAL CONTROL OFFICER**

	Wage Rate	Benefit Rate
District 1	No Rates Established	No Rates Established
District 2	No Rates Established	No Rates Established
District 3	No Rates Established	No Rates Established
District 4	No Rates Established	No Rates Established
District 5	No Rates Established	No Rates Established
District 6	No Rates Established	No Rates Established
District 7	No Rates Established	No Rates Established
District 8	No Rates Established	No Rates Established
District 9	No Rates Established	No Rates Established
District 10	No Rates Established	No Rates Established

For wage and fringe benefit rates, 2003 rates apply

**BAILIFF**

	Wage Rate	Benefit Rate
District 1	No Rates Established	No Rates Established
District 2	No Rates Established	No Rates Established
District 3	No Rates Established	No Rates Established
District 4	No Rates Established	No Rates Established
District 5	No Rates Established	No Rates Established
District 6	No Rates Established	No Rates Established
District 7	No Rates Established	No Rates Established
District 8	No Rates Established	No Rates Established
District 9	No Rates Established	No Rates Established
District 10	No Rates Established	No Rates Established

For wage and fringe benefit rates, 2003 rates apply

Effective Date: March 10, 2006

**CORRECTIONS OFFICER**

	Wage Rate	Benefit Rate
District 1	\$10.99	\$3.65
District 2	\$10.99	\$3.88
District 3	\$10.99	\$3.63
District 4	\$10.99	\$3.10
District 5	\$10.99	\$3.88
District 6	\$10.99	\$3.88
District 7	\$10.99	\$3.88
District 8	\$10.99	\$3.88
District 9	\$10.99	\$3.88
District 10	\$10.99	\$3.88

**PROBATION OFFICER**

	Wage Rate	Benefit Rate
District 1	No Rates Established	
District 2	No Rates Established	
District 3	No Rates Established	
District 4	No Rates Established	
District 5	No Rates Established	
District 6	No Rates Established	
District 7	No Rates Established	
District 8	No Rates Established	
District 9	No Rates Established	
District 10	No Rates Established	

For wage and fringe benefit rates, 2001 rates apply

Effective Date: March 10, 2006

**JAILER**

	Wage Rate	Benefit Rate
District 1	No Rates Established	
District 2	No Rates Established	
District 3	No Rates Established	
District 4	No Rates Established	
District 5	No Rates Established	
District 6	No Rates Established	
District 7	No Rates Established	
District 8	No Rates Established	
District 9	No Rates Established	
District 10	No Rates Established	

For wage and fringe benefit rates, 2003 rates apply

**SECURITY GUARD**

	Wage Rate	Benefit Rate
District 1	\$8.00	\$1.75
District 2	\$8.00	\$1.75
District 3	\$8.00	\$1.75
District 4	\$8.00	\$1.75
District 5	\$8.00	\$1.75
District 6	\$9.11	\$1.75
District 7	\$9.11	\$1.75
District 8	\$9.11	\$1.75
District 9	\$9.11	\$1.75
District 10	\$9.11	\$1.75



Effective Date: March 10, 2006

**DISPATCHER**

	Wage Rate	Benefit Rate
District 1	\$11.24	\$3.94
District 2	\$11.24	\$3.83
District 3	\$11.94	\$3.44
District 4	\$11.04	\$4.77
District 5	\$11.67	\$3.90
District 6	\$12.28	\$4.08
District 7	\$12.42	\$4.08
District 8	\$11.85	\$4.78
District 9	\$11.13	\$5.22
District 10	\$11.62	\$4.23

**PARKING ENFORCEMENT OFFICER**

	Wage Rate	Benefit Rate
District 1	No Rates Established	
District 2	No Rates Established	
District 3	No Rates Established	
District 4	No Rates Established	
District 5	No Rates Established	
District 6	No Rates Established	
District 7	No Rates Established	
District 8	No Rates Established	
District 9	No Rates Established	
District 10	No Rates Established	

For wage and fringe benefit rates, 2003 rates apply

Effective Date: March 10, 2006

**FIRE PROTECTION****FIREFIGHTER**

	Wage Rate	Benefit Rate
District 1	\$13.14	\$5.04
District 2	\$15.00	\$5.04
District 3	\$15.00	\$5.45
District 4	\$12.11	\$5.04
District 5	\$14.27	\$5.04
District 6	\$16.53	\$5.04
District 7	\$14.04	\$5.04
District 8	\$16.53	\$5.04
District 9	\$12.11	\$5.04
District 10	\$14.27	\$5.04

**FIRE MARSHALL**

	Wage Rate	Benefit Rate
District 1	\$13.86	\$3.50
District 2	\$17.74	\$4.95
District 3	\$17.74	\$4.95
District 4	\$17.74	\$4.95
District 5	\$13.86	\$3.50
District 6	\$18.70	\$5.39
District 7	\$18.70	\$5.39
District 8	\$17.74	\$4.95
District 9	\$17.74	\$4.95
District 10	\$17.74	\$4.95

Effective Date: March 10, 2006

PUBLIC OR SCHOOL TRANSPORTATION DRIVING**BUS DRIVER (SCHOOL)**

	Wage Rate	Benefit Rate
District 1	\$15.53	\$3.44
District 2	\$13.73	\$2.75
District 3	\$13.45	\$1.66
District 4	\$11.27	\$1.97
District 5	\$15.38	\$2.78
District 6	\$15.62	\$4.98
District 7	\$10.72	\$2.21
District 8	\$12.30	\$2.03
District 9	\$12.72	\$2.07
District 10	\$10.11	\$2.67

**BUS DRIVER**

	Wage Rate	Benefit Rate
District 1	\$12.89	\$5.17
District 2	\$13.60	\$3.53
District 3	\$12.53	\$3.53
District 4	\$12.24	\$5.17
District 5	\$13.01	\$5.17
District 6	\$ 9.50	\$3.00
District 7	\$12.38	\$3.33
District 8	\$13.00	\$3.00
District 9	\$11.69	\$3.53
District 10	\$11.07	\$5.66

Effective Date: March 10, 2006

**VAN DRIVER**

	Wage Rate	Benefit Rate
District 1	\$7.10	\$2.36
District 2	\$7.55	\$2.36
District 3	\$6.28	\$2.08
District 4	\$8.00	\$1.54
District 5	\$5.15	\$1.79
District 6	\$6.61	\$1.50
District 7	\$7.72	\$1.51
District 8	\$8.00	\$1.79
District 9	\$8.22	\$1.53
District 10	\$7.83	\$1.79

NURSING, MEDICAL AND LABORATORY TECHNICIAN SERVICES**EMERGENCY MEDICAL TECHNICIAN**

	Wage Rate	Benefit Rate
District 1	\$13.40	\$2.05
District 2	\$9.00	\$1.98
District 3	\$11.93	\$2.05
District 4	\$12.42	\$2.05
District 5	\$11.69	\$1.40
District 6	\$12.59	\$1.40
District 7	\$12.53	\$1.38
District 8	\$15.30	\$1.98
District 9	\$12.89	\$1.98
District 10	\$11.90	\$1.98

Effective Date: March 10, 2006

### LICENSED PRACTICAL NURSE

	Wage Rate	Benefit Rate
District 1	\$14.97	\$3.47
District 2	\$14.13	\$3.25
District 3	\$14.42	\$3.15
District 4	\$14.86	\$3.72
District 5	\$14.83	\$3.83
District 6	\$14.63	\$2.56
District 7	\$14.92	\$3.15
District 8	\$15.36	\$2.26
District 9	\$13.95	\$2.97
District 10	\$15.70	\$2.94

### MEDICAL LABORATORY TECHNICIAN

	Wage Rate	Benefit Rate
District 1	\$18.34	\$3.07
District 2	\$17.75	\$1.95
District 3	\$19.21	\$2.17
District 4	\$17.91	\$4.17
District 5	\$19.70	\$3.95
District 6	\$14.74	\$2.28
District 7	\$17.20	\$3.56
District 8	\$14.57	\$2.22
District 9	\$18.54	\$1.96
District 10	\$14.43	\$2.22

Effective Date: March 10, 2006

### MEDICAL LABORATORY TECHNOLOGISTS

	Wage Rate	Benefit Rate
District 1	\$22.92	\$5.68
District 2	\$22.22	\$1.00
District 3	\$24.36	\$6.45
District 4	\$22.10	\$5.40
District 5	\$22.28	\$5.33
District 6	\$17.89	\$1.69
District 7	\$21.02	\$4.19
District 8	\$21.40	\$4.75
District 9	\$18.54	\$1.96
District 10	\$21.25	\$2.22

### NURSE ANESTHETIST

	Wage Rate	Benefit Rate
District 1	No Rates Established	No Rates Established
District 2	No Rates Established	No Rates Established
District 3	No Rates Established	No Rates Established
District 4	No Rates Established	No Rates Established
District 5	No Rates Established	No Rates Established
District 6	No Rates Established	No Rates Established
District 7	No Rates Established	No Rates Established
District 8	No Rates Established	No Rates Established
District 9	No Rates Established	No Rates Established
District 10	No Rates Established	No Rates Established

For wage and fringe benefit rates, 2003 rates apply

Effective Date: March 10, 2006

**NURSE ASSISTANT**

	<b>Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$9.40	\$2.53
District 2	\$9.39	\$2.52
District 3	\$9.70	\$1.72
District 4	\$6.82	\$1.93
District 5	\$8.32	\$1.72
District 6	\$9.18	\$1.72
District 7	\$7.94	\$1.11
District 8	\$7.76	\$2.52
District 9	\$6.91	\$2.74
District 10	\$5.97	\$2.52

**NURSE ASSISTANT (CERTIFIED)**

	<b>Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$10.95	\$2.49
District 2	\$9.56	\$2.52
District 3	\$10.24	\$2.53
District 4	\$8.46	\$2.24
District 5	\$8.86	\$3.22
District 6	\$10.48	\$1.99
District 7	\$9.50	\$1.90
District 8	\$9.53	\$2.44
District 9	\$8.65	\$1.49
District 10	\$9.94	\$1.65

Effective Date: March 10, 2006

**NURSE PRACTITIONER**

	<b>Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$30.80	\$5.95
District 2	\$29.37	\$5.12
District 3	\$29.11	\$5.24
District 4	\$22.62	\$1.46
District 5	\$28.03	\$4.42
District 6	\$30.29	\$6.00
District 7	\$29.02	\$3.56
District 8	\$32.21	\$2.67
District 9	\$29.54	\$3.49
District 10	\$31.75	\$4.07

**NURSE, COMMUNITY HEALTH**

	<b>Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$22.70	\$5.68
District 2	\$22.70	\$5.68
District 3	\$21.06	\$5.82
District 4	\$22.70	\$5.68
District 5	\$22.09	\$5.64
District 6	\$18.86	\$3.68
District 7	\$18.50	\$3.89
District 8	\$18.67	\$3.46
District 9	\$19.60	\$2.52
District 10	\$20.20	\$2.05

Effective Date: March 10, 2006

**NURSE, GENERAL DUTY**

	Wage Rate	Benefit Rate
District 1	\$24.72	\$5.67
District 2	\$26.27	\$5.71
District 3	\$19.85	\$4.29
District 4	\$21.19	\$5.34
District 5	\$22.91	\$4.50
District 6	\$17.31	\$4.50
District 7	\$21.17	\$4.86
District 8	\$23.76	\$3.75
District 9	\$21.71	\$2.09
District 10	\$23.04	\$2.09

**NURSE, OFFICE**

	Wage Rate	Benefit Rate
District 1	\$16.18	\$2.10
District 2	\$17.03	\$1.65
District 3	\$19.67	\$4.00
District 4	\$16.73	\$3.40
District 5	\$15.82	\$2.68
District 6	\$16.49	\$3.99
District 7	\$14.30	\$3.17
District 8	\$19.68	\$3.94
District 9	\$17.17	\$3.14
District 10	\$18.70	\$3.81

Effective Date: March 10, 2006

**ORDERLY**

	Wage Rate	Benefit Rate
District 1	No Rates Established	No Rates Established
District 2	No Rates Established	No Rates Established
District 3	No Rates Established	No Rates Established
District 4	No Rates Established	No Rates Established
District 5	No Rates Established	No Rates Established
District 6	No Rates Established	No Rates Established
District 7	No Rates Established	No Rates Established
District 8	No Rates Established	No Rates Established
District 9	No Rates Established	No Rates Established
District 10	No Rates Established	No Rates Established

For wage and fringe benefit rates, 2003 rates apply

**MAIL HANDLING****MAIL CARRIER**

	Wage Rate	Benefit Rate
District 1	\$17.26	\$1.55
District 2	\$17.26	\$3.03
District 3	\$17.26	\$3.03
District 4	\$17.26	\$3.03
District 5	\$17.26	\$3.03
District 6	\$17.26	\$3.03
District 7	\$17.26	\$3.03
District 8	\$17.55	\$3.03
District 9	\$17.26	\$3.03
District 10	\$17.26	\$3.03

Effective Date: March 10, 2006

**MAIL HANDLER**

	Wage Rate	Benefit Rate
District 1	\$8.81	\$1.55
District 2	\$8.81	\$1.55
District 3	\$8.81	\$1.55
District 4	\$8.81	\$1.55
District 5	\$8.81	\$1.55
District 6	\$8.81	\$1.55
District 7	\$8.81	\$1.55
District 8	\$8.81	\$1.55
District 9	\$8.81	\$1.55
District 10	\$8.81	\$1.55

Effective Date: March 10, 2006

**COUNTER ATTENDANTS**

	Wage Rate	Benefit Rate
District 1	\$7.34	\$0.35
District 2	\$7.50	\$0.34
District 3	\$5.44	\$0.68
District 4	\$6.84	\$1.17
District 5	\$6.81	\$0.95
District 6	\$7.26	\$1.09
District 7	\$7.84	\$1.00
District 8	\$6.88	\$1.00
District 9	\$6.88	\$1.00
District 10	\$6.91	\$0.83

**DINNING ROOM ATTENDANTS****FOOD SERVICE****COOK**

	Wage Rate	Benefit Rate
District 1	\$ 9.30	\$3.61
District 2	\$10.16	\$3.44
District 3	\$ 8.66	\$2.42
District 4	\$ 9.15	\$2.36
District 5	\$ 8.33	\$2.02
District 6	\$10.16	\$2.51
District 7	\$ 8.56	\$2.94
District 8	\$ 9.45	\$3.11
District 9	\$ 8.92	\$2.40
District 10	\$ 9.27	\$2.62

	Wage Rate	Benefit Rate
District 1	\$6.34	\$1.02
District 2	\$6.40	\$2.02
District 3	\$6.32	\$0.96
District 4	\$6.41	\$1.01
District 5	\$6.81	\$0.95
District 6	\$6.32	\$0.96
District 7	\$6.78	\$0.83
District 8	\$6.41	\$1.01
District 9	\$6.41	\$1.01
District 10	\$6.78	\$0.83

Effective Date: March 10, 2006

**FOOD PREPARATION WORKER**

	Wage Rate	Benefit Rate
District 1	\$8.25	\$1.97
District 2	\$7.89	\$1.51
District 3	\$7.45	\$1.47
District 4	\$7.19	\$2.19
District 5	\$7.80	\$2.51
District 6	\$8.22	\$1.57
District 7	\$6.69	\$2.31
District 8	\$7.83	\$2.54
District 9	\$6.93	\$2.15
District 10	\$6.87	\$2.41

# **RATES FROM 2001 AND 2003** **NONCONSTRUCTION SERVICES**

**Animal Control Officer**

Rate	Prevailing Wage	Benefit Rate
District 1	\$14.87	\$4.61
District 2	\$13.80	\$4.62
District 3	\$15.30	\$4.67
District 4	\$14.56	\$4.54
District 5	\$11.13	\$2.89
District 6	\$15.25	\$4.68
District 7	\$11.60	\$3.02
District 8	\$14.56	\$4.54
District 9	\$14.56	\$4.54
District 10	\$14.56	\$4.54

**Appliance Service Repair**

Rate	Prevailing Wage	Benefit Rate	Health/	Welfare Pension	*Vacation Training
District 1	\$11.60 c			\$1.26 c	\$0.00
District 2	\$10.75			\$0.00	\$0.00
District 3	\$10.53 c			\$0.00	\$0.43 c
District 4	\$12.35 c			\$0.00	\$0.00
District 5	\$12.07 c			\$0.00	\$0.00
District 6	\$11.54			\$0.00	\$0.00
District 7	\$12.42 c			\$0.00	\$0.40
District 8	\$12.00 c			\$0.00	\$0.47 c
District 9	\$14.37 c			\$0.00	\$0.42 c
District 10	\$11.75 s			\$0.00	\$0.00

## Electronics Mechanic, Computer

Bailiff	Prevailing Wage Rate	Benefit Rate	Health/ Welfare	Pension	*Vacation	Training
District 1	\$7.23	No Rates Established	\$1.65	\$0.45	\$0.60	\$0.40
District 2	\$7.23	No Rates Established	\$1.65 s	\$0.00	\$0.42	\$0.21
District 3	\$7.23	No Rates Established	\$1.65 s	\$0.00	\$0.64 c	\$0.28 c
District 4	\$7.23	No Rates Established	\$1.34 c	\$0.00	\$0.57 c	\$0.00
District 5	\$7.23	No Rates Established	\$1.65 s	\$0.00	\$0.67 c	\$0.00
District 6	\$6.50	No Rates Established	\$2.10 c	\$0.00	\$0.67 c	\$0.00
District 7	\$7.23	No Rates Established	\$1.74 c	\$0.00	\$0.66 c	\$0.00
District 8	\$6.50	No Rates Established	\$2.14	\$0.00	\$0.55	\$0.00
District 9	\$7.23	No Rates Established	\$1.59 c	\$0.00	\$0.55 c	\$0.00
District 10	\$7.23	No Rates Established	\$1.72 c	\$0.00	\$0.59 c	\$0.00

## Basin Operator

Basin Operator	Prevailing Wage Rate	Benefit Rate	Health/ Welfare	Pension	*Vacation	Training
District 1	\$11.41 s	\$2.69 s	\$0.56 s	\$0.51 s	\$0.00	\$0.00
District 2	\$11.41 s	\$2.69 s	\$0.56 s	\$0.51 s	\$0.00	\$0.00
District 3	\$11.41 s	\$0.00	\$0.56 s	\$0.51 s	\$0.00	\$0.00
District 4	\$11.41 s	\$0.00	\$0.56 s	\$0.51 s	\$0.00	\$0.00
District 5	\$11.41 s	\$0.00	\$0.56 s	\$0.51 s	\$0.00	\$0.00
District 6	\$11.36 c	\$0.00	\$0.20 c	\$0.51 s	\$0.00	\$0.00
District 7	\$11.80 c	\$0.00	\$0.44 c	\$0.51 s	\$0.00	\$0.00
District 8	\$11.37	\$0.00	\$0.20	\$0.51 c	\$0.00	\$0.00
District 9	\$11.41 c	\$0.00	\$0.56 c	\$0.51 c	\$0.00	\$0.00
District 10	\$10.68	\$2.69	\$0.71	\$0.69	\$0.00	\$0.00

## Jailer

Jailer	Prevailing Wage Rate	Benefit Rate
District 1	\$10.45	\$3.99
District 2	\$8.27	\$2.94
District 3	\$10.45	\$4.03
District 4	\$9.45	\$2.46
District 5	\$11.96	\$4.91
District 6	\$10.45	\$4.77
District 7	\$10.78	\$4.03
District 8	\$10.45	\$4.01
District 9	\$10.69	\$3.60
District 10	\$10.69	\$4.00



**Nurse Anesthetist**

	Prevailing Wage Rate	Benefit Rate
District 1	\$41.92	\$8.18
District 2	\$41.92	\$8.18
District 3	\$41.92	\$8.18
District 4	\$41.92	\$8.18
District 5	\$41.92	\$8.18
District 6	\$41.92	\$8.18
District 7	\$41.92	\$8.18
District 8	\$41.92	\$8.18
District 9	\$41.92	\$8.18
District 10	\$41.92	\$8.18

**Office Machine Servicer**

	Prevailing Wage Rate	Benefit Rate	Health/ Welfare Pension *Vacation Training
District 1	\$12.24 c		\$0.25 c \$0.00 \$0.47 c \$0.00
District 2	\$12.34		\$0.60 s \$0.00 \$0.49 s \$0.00
District 3	\$11.78 c		\$1.25 c \$0.00 \$0.52 c \$0.00
District 4	\$12.20		\$0.25 \$0.00 \$0.48 \$0.00
District 5	\$11.91 c		\$0.60 c \$0.00 \$0.50 c \$0.00
District 6	\$11.44		\$1.25 \$0.00 \$0.55 \$0.00
District 7	\$11.91 c		\$0.60 c \$0.00 \$0.50 c \$0.00
District 8	\$11.44 c		\$1.25 c \$0.00 \$0.55 c \$0.00
District 9	\$12.20 c		\$0.25 c \$0.00 \$0.48 c \$0.00
District 10	\$11.99 s		\$0.60 s \$0.00 \$0.49 s \$0.00

**Orderly**

	Prevailing Wage Rate	Benefit Rate
District 1	\$7.75	\$1.42
District 2	\$7.14	\$1.42
District 3	\$5.50	\$1.42
District 4	\$7.45	\$1.74
District 5	\$7.45	\$1.42
District 6	\$5.50	\$1.42
District 7	\$7.45	\$1.74
District 8	\$7.45	\$1.74
District 9	\$8.71	\$1.74
District 10	\$7.45	\$1.74

**Parking Enforcement Officer**

	Prevailing Wage Rate	Benefit Rate
District 1	\$10.55	\$2.71
District 2	\$10.56	\$2.81
District 3	\$10.56	\$2.81
District 4	\$10.56	\$2.76
District 5	\$11.21	\$2.62
District 6	\$10.56	\$2.62
District 7	\$10.56	\$2.81
District 8	\$10.56	\$2.81
District 9	\$10.56	\$2.81
District 10	\$10.56	\$2.81

## Pesticide Handlers (Sprayer)

Prevailing  
Benefit  
Rate

District 1 \$5.94  
 District 2 \$5.94  
 District 3 \$5.94  
 District 4 \$5.94  
 District 5 \$5.94  
 District 6 \$5.94  
 District 7 \$5.94  
 District 8 \$5.94  
 District 9 \$5.94  
 District 10 \$5.94

## Pump Station Operator

Prevailing  
Wage  
Rate      Benefit  
Rate

District 1 No Rates Established No Rates Established  
 District 2 No Rates Established No Rates Established  
 District 3 \$18.00 \$4.68  
 District 4 \$14.97 \$3.89  
 District 5 No Rates Established No Rates Established  
 District 6 No Rates Established No Rates Established  
 District 7 No Rates Established No Rates Established  
 District 8 No Rates Established No Rates Established  
 District 9 No Rates Established No Rates Established  
 District 10 No Rates Established No Rates Established

## Probation/Parole Officer

Prevailing  
Wage  
Rate

District 1 \$10.13 u  
 District 2 \$15.58 c  
 District 3 \$15.53 c  
 District 4 \$15.12 c  
 District 5 \$13.06 u  
 District 6 \$14.32 c  
 District 7 \$14.28 c  
 District 8 \$13.44 c  
 District 9 \$13.44 c  
 District 10 \$13.21 c

Benefit  
Rate

Health/  
Welfare Pension \*Vacation Training  
 \$1.30 u \$0.70 u \$0.58 u \$0.00  
 \$1.52 c \$1.06 c \$0.93 c \$0.00  
 \$1.52 c \$1.06 c \$0.93 c \$0.00  
 \$1.31 c \$1.03 c \$0.97 c \$0.00  
 \$1.33 u \$0.90 u \$0.75 u \$0.00  
 \$1.19 c \$0.90 c \$1.08 c \$0.00  
 \$1.28 s \$1.00 s \$0.96 c \$0.00  
 \$0.88 c \$0.91 c \$0.91 c \$0.00  
 \$0.88 c \$0.91 c \$0.91 c \$0.00  
 \$1.28 s \$1.00 s \$0.65 c \$0.00

## Radio Engineer Technician

Prevailing  
Benefit Rate

Health/  
Welfare Pension \*Vacation Training  
 District 1 \$0.96 c \$0.00 \$0.75 c \$0.00  
 District 2 \$1.25 s \$0.00 \$0.65 s \$0.00  
 District 3 \$1.25 s \$0.00 \$0.83 c \$0.00  
 District 4 \$1.25 s \$0.00 \$0.65 s \$0.00  
 District 5 \$1.25 s \$0.00 \$0.65 s \$0.00  
 District 6 \$1.25 s \$0.00 \$0.65 s \$0.00  
 District 7 \$1.25 s \$0.00 \$0.65 s \$0.00  
 District 8 \$1.25 s \$0.00 \$0.65 s \$0.00  
 District 9 \$1.25 s \$0.00 \$0.65 s \$0.00  
 District 10 \$1.25 s \$0.00 \$0.65 s \$0.00

**Sewage Disposal Worker**

	<b>Prevailing Benefit Rate</b>
District 1	\$3.53
District 2	\$3.53
District 3	\$4.68
District 4	\$3.74
District 5	\$3.53
District 6	\$3.53
District 7	\$3.53
District 8	\$3.53
District 9	\$3.53
District 10	\$3.53

**Sewer Pipe Cleaner**

	<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$15.48	\$4.52
District 2	\$16.83	\$3.33
District 3	\$15.30	\$4.67
District 4	\$14.37	\$3.74
District 5	\$15.37	\$4.63
District 6	\$15.37	\$4.67
District 7	\$15.37	\$4.49
District 8	\$15.37	\$4.49
District 9	\$15.37	\$4.49
District 10	\$15.37	\$4.49

**Sewer Line Repairer**

	<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$13.86	\$5.10
District 2	\$14.64	\$4.67
District 3	\$15.30	\$4.67
District 4	\$13.65	\$4.56
District 5	\$14.64	\$4.52
District 6	\$15.02	\$4.61
District 7	\$13.43	\$3.78
District 8	\$14.64	\$4.52
District 9	\$14.64	\$3.74
District 10	\$14.64	\$4.67

**Water Treatment Plant Operator**

	<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$12.23	\$3.35
District 2	\$16.03	\$3.24
District 3	\$15.30	\$4.67
District 4	\$13.33	\$3.43
District 5	\$17.10	\$4.45
District 6	\$13.87	\$3.92
District 7	\$13.87	\$3.53
District 8	\$13.87	\$4.19
District 9	\$12.61	\$2.54
District 10	\$13.39	\$3.92

## M. Notes on Fringe Benefits from 2001

\*Vacation amount is included in the prevailing rate and is subtracted from the hourly rate after taxes if signatory to a collective bargaining agreement. Non-signatory employers must pay the prevailing rate. Vacation should not be included in any overtime calculation.

s - Rate listed is calculated as a statewide weighted average for this occupation. There was not enough data submitted to calculate a district rate.

c - Rate listed is calculated using contiguous district rates. There was not enough data submitted to calculate a district rate.

u - Rate listed is taken from an existing collective bargaining agreement. MCA 18-2-401 (9) (b) requires that prevailing rates cannot be higher than existing collective bargaining agreement rates.

Vacation benefit amounts are included in the prevailing wage rate for services occupations. Vacation can be deducted from the wage rate, after taxes, provided the employer is signatory to a collective bargaining agreement which contains a vacation fund and the benefit is then paid into the fund. If an employer is not signatory to a collectively bargained agreement, the employer must pay the full prevailing wage amount with no deduction for vacation. Other fringe benefits specified (health and welfare, pension, and apprenticeship training) are to be paid in addition to the prevailing wage rates.

For services occupations, there are no travel or per diem rates.

Vacation, health and welfare, pension, and apprenticeship training benefits are not to be considered a part of the hourly rate of pay for overtime purposes unless there is a collectively bargained agreement in effect that specifies that fringe benefits are to be computed on an hours-paid basis.